

STATE OF MONTANA TERM CONTRACT

Department of Administration
State Procurement Bureau
165 Mitchell Building
PO Box 200135
Helena, MT 59620-0135
Phone: (406) 444-2575 Fax: (406) 444-2529
TTY Users-Dial 711
<http://mt.gov/doa/gsd>

T.C. #: WSCA #06405-A
Title: VEHICLE LIFTS & RELATED GARAGE EQUIPMENT
This is a non-exclusive contract.

CONTRACT TERM	FROM	JANUARY 1, 2007	CONTRACT STATUS	NEW (XX)
	TO	MARCH 31, 2008		RENEW ()
VENDOR ADDRESS	AUTOMOTIVE RESOURCES, INC (ARI-HETRA) 7251 COPPERMINE DRIVE MANASSAS, VA 20109		ORDER ADDRESS	
ATTN:	TYLER N. NGUYEN		ATTN:	
PHONE:	703-359-6265		PHONE:	
FAX:	703-359-6405		FAX:	
E-MAIL:	webmaster@ari-hetra.com		E-MAIL:	

PRICES: 18.21% off current dealer list price.

DELIVERY: 45 days ARO

F.O.B.: PER CONTRACT

TERMS: PER CONTRACT

REMARKS:

IFB/RFP No.: N/A

RHONDA R. GRANDY, CONTRACTS OFFICER

DATE:

AUTHORIZED SIGNATURE

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

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FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

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SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants,

or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Section 18-4-313(4), MCA.)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

Revised 11/06

VEHICLE LIFTS & RELATED GARAGE EQUIPMENT

This document represents an overview of the Western States Contracting Alliance Vehicle Lifts & Related Garage Equipment. This document is not intended to replace or append the contract, rather to provide an overview and summary of the agreement.

1.0 BACKGROUND

The State of Montana is a member of the Western States Contracting Alliance (WSCA), which establishes the means by which participating states may join together in cooperative multi-state contracting in order to achieve cost-effective and efficient acquisition of quality products and services. This contract is a result of cooperative procurement conducted by the State of Washington on behalf of WSCA.

2.0 PURPOSE

The purpose of this contract is provide state agencies and all registered cooperative purchasing organizations with an expedited means of obtaining Vehicle Lifts & Related Garage Equipment.

3.0 NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

4.0 CONTRACTOR LIAISON

The primary contractor contact for this participating addendum is as follows:

Tyler N. Nguyen
ARI-HETRA, INC
7251 Coppermine Drive
Manassas, VA 20109
Phone: 703-359-6265
Fax: 703-359-6405
Email: webmaster@ari-hetra.com

STATE LIAISON

Rhonda R. Grandy
State of Montana, General Services Division, State Procurement Bureau
125 N. Roberts, Mitchell Bldg, Room 165
Helena, MT 59620
Phone: 406-444-3320
Fax: 406-444-2529
Email: rhgrandy@mt.gov

VEHICLE LIFTS & RELATED GARAGE EQUIPMENT

5.0 ORDERING PROCEDURE

In accordance with the terms of the contract, an agency purchase order must be issued to the contractor for all required products. The purchase order must reference the contract number (#06405-A) and identify all items desired, the purchase order date, the delivery date, shipping locations and prices.

6.0 CONTRACT TERM

This contract shall take effect on January 1, 2007, and terminate on March 31, 2008 unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

7.0 CONTRACT RENEWAL

This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of seven years.

VEHICLE LIFTS & RELATED GARAGE EQUIPMENT

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
VEHICLE LIFTS & RELATED GARAGE EQUIPMENT
MASTER PRICE AGREEMENT
WSCA IFB# WSCA 06405-A, "PRICE AGREEMENT"**

Government Entity: The State of Montana

1. SCOPE:

All governmental entities within the State of Montana and all registered Cooperative Purchasing Organizations are authorized to purchase vehicle lifts & related garage equipment under the WSCA Master Agreement #06405. This contract is for Vehicle Lifts and Related Garage Equipment for automobile, light and heavy duty trucks and transit. General product types included in this contract are: Two-Post Lifts, Four Post Lifts, Mobile Column Lifts, Parallelogram Lifts, Scissor Lifts, In-Ground Lifts and related garage equipment.

Vehicle Lifts will be delivered to State's installation location or installed at the option of the State. This contract has the following benefits:

Product Selection: Gives the State an array of certified lifts from qualified manufacturers from which to select. This allows the State the flexibility to select, for safety and production purposes, the most appropriate lift for the intended use.

- Best manufacturer price plus 2nd tier pricing option available for viewing at ari-hetra.com/wsca.
- Only Certified product (Lifts) will be offered and sold under this contract.
- Guaranteed parts availability for 7 years after the installation date.
- Catalogs and list pricing available electronically.
- The option of having the vehicle lift installed.

2. CHANGES:

The following terms are added to this Participating Addendum:

A. ACCESS AND RETENTION OF RECORDS

The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

B. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

C. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

VEHICLE LIFTS & RELATED GARAGE EQUIPMENT

D. TERMINATION OF CONTRACT

Unless otherwise stated, the State may, by written notice to the contractor, terminate this Participating Addendum whole or in part without cause.

E. PURCHASING CARD

The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

3. PRIMARY AGREEMENT CONTACT:
Rhonda R. Grandy

4. AGREEMENT IMPLEMENTATION CONTACT:
N/A

5. AGREEMENT IMPLEMENTATION STRATEGY:
N/A

6. INSURANCE REQUIREMENTS (In the event of installation, this requirement **must** be met.)

General Requirements: The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance: The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability: The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$2,000,000 per occurrence and \$1,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificate of Insurance/Endorsements: A certificate of insurance from insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc.

VEHICLE LIFTS & RELATED GARAGE EQUIPMENT

The State reserves the right to require complete copies of insurance policies at all times.

COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with the sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

7. SPECIAL CONDITIONS:

In order for ARI-HETRA to be judged responsive they had to agree to the following mandatory contract requirements which are:

1. **Manufacturer Direct:** The Contractor shall be that manufacturer named on lift certification documents.
2. **Parts Availability and Service Response Time:** Contractor shall guarantee the availability of repair parts for a period not less than 7 years and a service response time of 24 hours. The State's expectation is the manufacturer will have an emergency parts availability process as well as routine parts availability. Parts ordered on an emergency basis will be available within 24 hours.
3. **Site Review and Installation:**
Site Reviews: The contractor will perform site reviews upon request. Contract users may order lifts based upon the State's knowledge and experience or request a site review from the contractor. The purpose of the site review is to obtain a product recommendation from the manufacturer. In most instances, the recommendation would include: lift recommended, contract pricing, any accessories needed and installation cost (if requested).

Installation: The contractor shall have the capability to install their lift when requested to do so. This requirement, installation is not meant to include large scale work that should otherwise be done as public works. The State's responsibility is to have appropriate electrical power within 12 feet of the lift and an installation surface that meets code and manufacture requirements.

The purchaser will be responsible for the price reasonableness of the installation decision. In the event installation pricing is requested, that pricing shall be on a line item basis. It's understood that the states cost of installation shall be equal or less than that price offered to manufacturers most favored customer for a comparable installation. ARI-HETRA is asked to identify any cost reduction opportunities related to the installation. Example: Equipment that could be provided by the State for use in the installation.

4. **Pricing:** Contractor shall offer pricing for lifts that is equal to or better than best pricing offered to other State or Federal Governmental entities for same product and service. Product pricing shall be FOB Destination with cost of freight included in the cost of product. Bid pricing shall not include installation. Pricing shall be in the form of a discount percentage off manufacturer current list price.

A requirement of this contract will be the availability of list pricing and product information on the web.

VEHICLE LIFTS & RELATED GARAGE EQUIPMENT

8. PRICE AGREEMENT OR CONTRACT NUMBER:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include Price Agreement or Contract Number: WSCA #06405-A.

This Addendum and Price Agreement or Contract Number together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement or Contract Number, together with its exhibits, shall not be added to or incorporated into this Addendum or Price Agreement/Contract Number and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement or Contract Number and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Government Entity: **STATE OF MONTANA**

By: General Services Division

Name: Marvin Eicholtz

Title: Administrator

Date: _____

By: _____

Name: Rhonda R. Grandy Name: _____

Title: Contracts Officer Title: _____

Date: _____

Contractor: **ARI-HETRA**

By: _____

Name: Tyler Nguyen

Title: Contract Administration

Date: _____

By: _____

STATE OF MONTANA TERM CONTRACT

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	TO	MARCH 31, 2008		RENEW ()
VENDOR ADDRESS	MOHAWK RESOURCES LTD PO BOX 110 AMSTERDAM, NY 12010		ORDER ADDRESS	
ATTN:	STEVEN PERLSTEIN		ATTN:	TIM MALONE
PHONE:	518-842-1431 ext. 24		PHONE:	518-842-1431 Ext. 13
FAX:	518-842-1289		FAX:	
E-MAIL:	sperlstein@mohawklifts.com		E-MAIL:	tmalone@mohawklifts.com

PRICES: 15.59% off current dealer list price.

DELIVERY: 8 to 10 Days ARO (Model Depending)

F.O.B.: PER CONTRACT

TERMS: PER CONTRACT

REMARKS:

IFB/RFP No.: N/A

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If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants,

or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Section 18-4-313(4), MCA.)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

Revised 11/06

VEHICLE LIFTS & RELATED GARAGE EQUIPMENT

This document represents an overview of the Western States Contracting Alliance Vehicle Lifts & Related Garage Equipment. This document is not intended to replace or append the contract, rather to provide an overview and summary of the agreement.

1.0 BACKGROUND

The State of Montana is a member of the Western States Contracting Alliance (WSCA), which establishes the means by which participating states may join together in cooperative multi-state contracting in order to achieve cost-effective and efficient acquisition of quality products and services. This contract is a result of cooperative procurement conducted by the State of Washington on behalf of WSCA.

2.0 PURPOSE

The purpose of this contract is provide state agencies and all registered cooperative purchasing organizations with an expedited means of obtaining Vehicle Lifts & Related Garage Equipment.

3.0 NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

4.0 CONTRACTOR LIAISON

The primary contractor contact for this participating addendum is as follows:

Steven Perlstein
Mohawk Resources, LTD
PO Box 110
Amsterdam, NY 12010
Phone: 518-842-1431 ext. 24
Fax: 518-842-1289
Email: sperlstein@mohawklifts.com

STATE LIAISON

Rhonda R. Grandy
State of Montana, General Services Division, State Procurement Bureau
125 N. Roberts, Mitchell Bldg, Room 165
Helena, MT 59620
Phone: 406-444-3320
Fax: 406-444-2529
Email: rhgrandy@mt.gov

VEHICLE LIFTS & RELATED GARAGE EQUIPMENT

5.0 ORDERING PROCEDURE

In accordance with the terms of the contract, an agency purchase order must be issued to the contractor for all required products. The purchase order must reference the contract number (#06405-A) and identify all items desired, the purchase order date, the delivery date, shipping locations and prices.

6.0 CONTRACT TERM

This contract shall take effect on January 1, 2007, and terminate on March 31, 2008 unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

7.0 CONTRACT RENEWAL

This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of seven years.

VEHICLE LIFTS & RELATED GARAGE EQUIPMENT

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
VEHICLE LIFTS & RELATED GARAGE EQUIPMENT
MASTER PRICE AGREEMENT
WSCA IFB# WSCA 06405-B, "PRICE AGREEMENT"**

Government Entity: The State of Montana

1. SCOPE:

All governmental entities within the State of Montana and all registered Cooperative Purchasing Organizations are authorized to purchase vehicle lifts & related garage equipment under the WSCA Master Agreement #06405. This contract is for Vehicle Lifts and Related Garage Equipment for automobile, light and heavy duty trucks and transit. General product types included in this contract are: Two-Post Lifts, Four Post Lifts, Mobile Column Lifts, Parallelogram Lifts, Scissor Lifts, In-Ground Lifts and related garage equipment.

Vehicle Lifts will be delivered to State's installation location or installed at the option of the State. This contract has the following benefits:

Product Selection: Gives the State an array of certified lifts from qualified manufacturers from which to select. This allows the State the flexibility to select, for safety and production purposes, the most appropriate lift for the intended use.

- Best manufacturer price plus 2nd tier pricing option available for viewing at mohawklifts.com/gov.
- Only Certified product (Lifts) will be offered and sold under this contract.
- Guaranteed parts availability for 7 years after the installation date.
- Catalogs and list pricing available electronically.
- The option of having the vehicle lift installed.

2. CHANGES:

The following terms are added to this Participating Addendum:

A. ACCESS AND RETENTION OF RECORDS

The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

B. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

C. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

VEHICLE LIFTS & RELATED GARAGE EQUIPMENT

D. TERMINATION OF CONTRACT

Unless otherwise stated, the State may, by written notice to the contractor, terminate this Participating Addendum whole or in part without cause.

E. PURCHASING CARD

The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

3. PRIMARY AGREEMENT CONTACT:
Rhonda R. Grandy

4. AGREEMENT IMPLEMENTATION CONTACT:
N/A

5. AGREEMENT IMPLEMENTATION STRATEGY:
N/A

6. INSURANCE REQUIREMENTS (In the event of installation, this requirement **must** be met.)

General Requirements: The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance: The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability: The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$2,000,000 per occurrence and \$1,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificate of Insurance/Endorsements: A certificate of insurance from insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. The Contractor must notify the State immediately, of any

VEHICLE LIFTS & RELATED GARAGE EQUIPMENT

material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with the sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

7. SPECIAL CONDITIONS:

In order for Mohawk Resources Inc., to be judged responsive they had to agree to the following mandatory contract requirements which are:

1. **Manufacturer Direct:** The Contractor shall be that manufacturer named on lift certification documents.
2. **Parts Availability and Service Response Time:** Contractor shall guarantee the availability of repair parts for a period not less than 7 years and a service response time of 24 hours. The State's expectation is the manufacturer will have an emergency parts availability process as well as routine parts availability. Parts ordered on an emergency basis will be available within 24 hours.
3. **Site Review and Installation:**
Site Reviews: The contractor will perform site reviews upon request. Contract users may order lifts based upon the State's knowledge and experience or request a site review from the contractor. The purpose of the site review is to obtain a product recommendation from the manufacturer. In most instances, the recommendation would include: lift recommended, contract pricing, any accessories needed and installation cost (if requested).

Installation: The contractor shall have the capability to install their lift when requested to do so. This requirement, installation is not meant to include large scale work that should otherwise be done as public works. The State's responsibility is to have appropriate electrical power within 12 feet of the lift and an installation surface that meets code and manufacture requirements.

The purchaser will be responsible for the price reasonableness of the installation decision. In the event installation pricing is requested, that pricing shall be on a line item basis. It's understood that the states cost of installation shall be equal or less than that price offered to manufacturers most favored customer for a comparable installation. Mohawk Resources Ltd. is asked to identify any cost reduction opportunities related to the installation. Example:
Equipment that could be provided by the State for use in the installation.

4. **Pricing:** Contractor shall offer pricing for lifts that is equal to or better than best pricing offered to other State or Federal Governmental entities for same product and service. Product pricing shall be FOB Destination with cost of freight included in the cost of product. Bid pricing shall not include installation. Pricing shall be in the form of a discount percentage off manufacturer current list price.

A requirement of this contract will be the availability of list pricing and product information on the web.

VEHICLE LIFTS & RELATED GARAGE EQUIPMENT

8. PRICE AGREEMENT OR CONTRACT NUMBER:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include Price Agreement or Contract Number: WSCA #06405-B.

This Addendum and Price Agreement or Contract Number together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement or Contract Number, together with its exhibits, shall not be added to or incorporated into this Addendum or Price Agreement/Contract Number and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement or Contract Number and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Government Entity: **STATE OF MONTANA**

By: General Services Division

Name: Marvin Eicholtz

Title: Administrator

Date: _____

By: _____

Name: Rhonda R. Grandy Name: _____

Title: Contracts Officer Title: _____

Date: _____

Contractor: **MOHAWK RESOURCES LTD.**

By: _____

Name: Steven Perlstein

Title: Contract Administration

Date: _____

By: _____

STATE OF MONTANA TERM CONTRACT

Department of Administration
State Procurement Bureau
165 Mitchell Building
PO Box 200135
Helena, MT 59620-0135
Phone: (406) 444-2575 Fax: (406) 444-2529
TTY Users-Dial 711
<http://mt.gov/doa/gsd>

T.C. #: WSCA #06405-C
Title: VEHICLE LIFTS & RELATED GARAGE EQUIPMENT
This is a non-exclusive contract.

CONTRACT TERM	FROM	JANUARY 1, 2007	CONTRACT STATUS	NEW (XX)
	TO	MARCH 31, 2008		RENEW ()
VENDOR ADDRESS	STERTIL-KONI USA, INC. 200 LOG CANOE CIRCLE STEVENSVILLE, MD 21666		ORDER ADDRESS	
ATTN:	JEAN DELLAMORE		ATTN:	
PHONE:	800-336-6637		PHONE:	
FAX:	410-643-8901		FAX:	
E-MAIL:	jdellamore@stertil-koni.com		E-MAIL:	

PRICES: 25% off Mfg. List price dated October 1st. Price is firm until 4/1/08.

DELIVERY: 10 Days ARO

F.O.B.: PER CONTRACT

TERMS: PER CONTRACT

REMARKS:

IFB/RFP No.: N/A

RHONDA R. GRANDY, CONTRACTS OFFICER

DATE:

AUTHORIZED SIGNATURE

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants,

or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Section 18-4-313(4), MCA.)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

Revised 11/06

VEHICLE LIFTS & RELATED GARAGE EQUIPMENT

This document represents an overview of the Western States Contracting Alliance Vehicle Lifts & Related Garage Equipment. This document is not intended to replace or append the contract, rather to provide an overview and summary of the agreement.

1.0 BACKGROUND

The State of Montana is a member of the Western States Contracting Alliance (WSCA), which establishes the means by which participating states may join together in cooperative multi-state contracting in order to achieve cost-effective and efficient acquisition of quality products and services. This contract is a result of cooperative procurement conducted by the State of Washington on behalf of WSCA.

2.0 PURPOSE

The purpose of this contract is provide state agencies and all registered cooperative purchasing organizations with an expedited means of obtaining Vehicle Lifts & Related Garage Equipment.

3.0 NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

4.0 CONTRACTOR LIAISON

The primary contractor contact for this participating addendum is as follows:

Jean DellAmore
Steril-Kone USA, Inc.
200 Long Canoe Circle
Stevensville, MD 21666
Phone: 800-336-6637
Fax: 410-643-8901
Email: jdellamore@steril-koni.com

STATE LIAISON

Rhonda R. Grandy
State of Montana, General Services Division, State Procurement Bureau
125 N. Roberts, Mitchell Bldg, Room 165
Helena, MT 59620
Phone: 406-444-3320
Fax: 406-444-2529
Email: rhgrandy@mt.gov

VEHICLE LIFTS & RELATED GARAGE EQUIPMENT

5.0 ORDERING PROCEDURE

In accordance with the terms of the contract, an agency purchase order must be issued to the contractor for all required products. The purchase order must reference the contract number (#06405-A) and identify all items desired, the purchase order date, the delivery date, shipping locations and prices.

6.0 CONTRACT TERM

This contract shall take effect on January 1, 2007, and terminate on March 31, 2008 unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

7.0 CONTRACT RENEWAL

This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of seven years.

VEHICLE LIFTS & RELATED GARAGE EQUIPMENT

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
VEHICLE LIFTS & RELATED GARAGE EQUIPMENT
MASTER PRICE AGREEMENT
WSCA IFB# WSCA 06405-C, "PRICE AGREEMENT"**

Government Entity: The State of Montana

1. SCOPE:

All governmental entities within the State of Montana and all registered Cooperative Purchasing Organizations are authorized to purchase vehicle lifts & related garage equipment under the WSCA Master Agreement #06405. This contract is for Vehicle Lifts and Related Garage Equipment for automobile, light and heavy duty trucks and transit. General product types included in this contract are: Two-Post Lifts, Four Post Lifts, Mobile Column Lifts, Parallelogram Lifts, Scissor Lifts, In-Ground Lifts and related garage equipment.

Vehicle Lifts will be delivered to State's installation location or installed at the option of the State. This contract has the following benefits:

Product Selection: Gives the State an array of certified lifts from qualified manufacturers from which to select. This allows the State the flexibility to select, for safety and production purposes, the most appropriate lift for the intended use.

- Best manufacturer price plus 2nd tier pricing option available for viewing at steril-koni.com
- Only Certified product (Lifts) will be offered and sold under this contract.
- Guaranteed parts availability for 7 years after the installation date.
- Catalogs and list pricing available electronically.
- The option of having the vehicle lift installed.

2. CHANGES:

The following terms are added to this Participating Addendum:

A. ACCESS AND RETENTION OF RECORDS

The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

B. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

C. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

VEHICLE LIFTS & RELATED GARAGE EQUIPMENT

D. TERMINATION OF CONTRACT

Unless otherwise stated, the State may, by written notice to the contractor, terminate this Participating Addendum whole or in part without cause.

E. PURCHASING CARD

The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

3. PRIMARY AGREEMENT CONTACT:
Rhonda R. Grandy

4. AGREEMENT IMPLEMENTATION CONTACT:
N/A

5. AGREEMENT IMPLEMENTATION STRATEGY:
N/A

6. INSURANCE REQUIREMENTS (In the event of installation, this requirement **must** be met.)

General Requirements: The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance: The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability: The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$2,000,000 per occurrence and \$1,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificate of Insurance/Endorsements: A certificate of insurance from insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. The Contractor must notify the State immediately, of any

VEHICLE LIFTS & RELATED GARAGE EQUIPMENT

material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with the sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

7. SPECIAL CONDITIONS:

In order for Stertil-Koni USA, Inc. to be judged responsive they had to agree to the following mandatory contract requirements which are:

1. **Manufacturer Direct:** The Contractor shall be that manufacturer named on lift certification documents.
2. **Parts Availability and Service Response Time:** Contractor shall guarantee the availability of repair parts for a period not less than 7 years and a service response time of 24 hours. The State's expectation is the manufacturer will have an emergency parts availability process as well as routine parts availability. Parts ordered on an emergency basis will be available within 24 hours.
3. **Site Review and Installation:**
Site Reviews: The contractor will perform site reviews upon request. Contract users may order lifts based upon the State's knowledge and experience or request a site review from the contractor. The purpose of the site review is to obtain a product recommendation from the manufacturer. In most instances, the recommendation would include: lift recommended, contract pricing, any accessories needed and installation cost (if requested).

Installation: The contractor shall have the capability to install their lift when requested to do so. This requirement, installation is not meant to include large scale work that should otherwise be done as public works. The State's responsibility is to have appropriate electrical power within 12 feet of the lift and an installation surface that meets code and manufacture requirements.

The purchaser will be responsible for the price reasonableness of the installation decision. In the event installation pricing is requested, that pricing shall be on a line item basis. It's understood that the states cost of installation shall be equal or less than that price offered to manufacturers most favored customer for a comparable installation. Stertil-Koni USA is asked to identify any cost reduction opportunities related to the installation. Example: Equipment that could be provided by the State for use in the installation.

4. **Pricing:** Contractor shall offer pricing for lifts that is equal to or better than best pricing offered to other State or Federal Governmental entities for same product and service. Product pricing shall be FOB Destination with cost of freight included in the cost of product. Bid pricing shall not include installation. Pricing shall be in the form of a discount percentage off manufacturer current list price.

A requirement of this contract will be the availability of list pricing and product information on the web.

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8. PRICE AGREEMENT OR CONTRACT NUMBER:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include Price Agreement or Contract Number: WSCA #06405-C.

This Addendum and Price Agreement or Contract Number together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement or Contract Number, together with its exhibits, shall not be added to or incorporated into this Addendum or Price Agreement/Contract Number and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement or Contract Number and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Government Entity: **STATE OF MONTANA**

By: General Services Division

Name: Marvin Eicholtz

Title: Administrator

Date: _____

By: _____

Name: Rhonda R. Grandy Name: _____

Title: Contracts Officer Title: _____

Date: _____

Contractor: **STERTIL-KONI, INC.**

By: _____

Name: Jean DellAmore

Title: Contract Administration

Date: _____

By: _____